



10/5-97,008

PTO/SB/96 (8-96) (MODIFIED)
Approved for use through 9/30/98, OMB 0651-0027
Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

CERTIFICATE UNDER 37 CFR 3.73(b)

First Applicant: Robert Dean DALLY, et al.

Serial No.:

Application Date:

US Nat'l Entry Date:

Entitled: SELECTIVE ESTROGEN RECEPTOR MODULATORS

ELI LILLY AND COMPANY, an Indiana Corporation

(Name of Assignee)

(Type of Assignee, e.g. corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application identified above.

☐ The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____.

☒ The assignment is being submitted separately for recordation; a copy of this assignment is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

06 July 2006
Date

/Gilbert T. Voy/
Gilbert T. Voy
Patent Attorney

Send to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS We, Robert Dean Dally, Jeffrey Alan Dodge, Scott Alan Jones, Timothy Alan Shepherd, Owen Brendan Wallace and Wayne Woodrow Webber are co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled **SELECTIVE ESTROGEN RECEPTOR MODULATORS**, containing 165 pages and 0 drawings, and which:

☒ is being filed:

☐ was filed:

☐ in the United States Patent and Trademark Office

☐ in the United Kingdom Patent Office

☐ in the European Patent Office

☐ in the Spanish Patent Office as a European Application

☒ as an international application under the Patent Cooperation Treaty ("PCT"), with:

☒ United States Patent and Trademark Office acting as Receiving Office, or

☐ International Bureau acting as Receiving Office;

on 18 Jan 2005 and accorded serial number PCT/US2005/000021

and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent

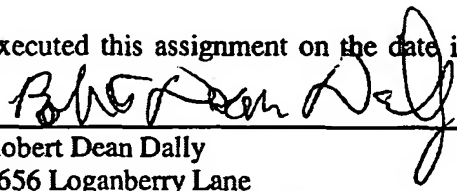
term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

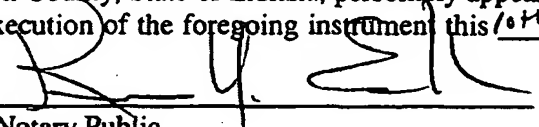
1-10-05
Date


Robert Dean Dally
9656 Loganberry Lane
Indianapolis, Indiana 46256
United States of America

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Robert Dean Dally and acknowledged the execution of the foregoing instrument this 10th day of January 2005.


Notary Public
Commission Expires _____

Renee Y. Edwards, Notary Public
Resident of Marion County
My Commission Expires:
February 27, 2008

1-16-05
Date

Jeffrey Alan Dodge
Jeffrey Alan Dodge
7110 Lantern Road
Indianapolis, Indiana 46256
United States of America

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Jeffrey Alan Dodge and acknowledged the execution of the foregoing instrument this 16th day of ~~January~~ February, 2005.

Renee Y. Edwards, Notary Public
Resident of Marion County
My Commission Expires:
February 27, 2009

Renee Y. Edwards
Notary Public
Commission Expires: _____

February 14, 2005
Date

Scott Alan Jones
Scott Alan Jones
922 Southwood Drive
Indianapolis, Indiana 46227
United States of America

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Scott Alan Jones and acknowledged the execution of the foregoing instrument this 14th day of ~~February~~ February, 2005.

Renee Y. Edwards, Notary Public
Resident of Marion County
My Commission Expires:
February 27, 2009

Renee Y. Edwards
Notary Public
Commission Expires: _____

10-JAN-2005

Date



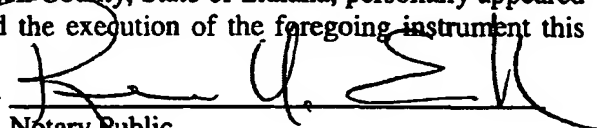
Timothy Alan Shepherd
 8705 Country Woods Court
 Indianapolis, Indiana 46217
 United States of America

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

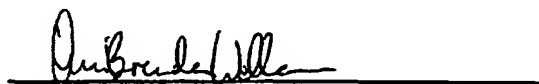
Before me, a Notary Public for Marion County, State of Indiana, personally appeared Timothy Alan Shepherd and acknowledged the execution of the foregoing instrument this 10th day of January 2005.

Renee Y. Edwards, Notary Public
Resident of Marion County
My Commission Expires:
February 27, 2009


 Notary Public
 Commission Expires: _____

11 Jan 2005

Date



Owen Brendan Wallace
 4341 Chase Circle
 Zionsville, Indiana 46077
 Citizenship: USA

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Owen Brendan Wallace and acknowledged the execution of the foregoing instrument this 11th day of Jan 2005.

Renee Y. Edwards, Notary Public
Resident of Marion County
My Commission Expires:
February 27, 2009


 Notary Public
 Commission Expires: _____

2/2/05
Date

Wayne Woodrow Weber, II
Wayne Woodrow Weber, II
10592 North Madison Brooks Drive
Fortville, Indiana 46040
United States of America

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared
Wayne Woodrow Weber and acknowledged the execution of the foregoing instrument this
22 day of Feb., 2005.

Renee Y. Edwards
Notary Public
Commission Expires: _____

Renee Y. Edwards, Notary Public
Resident of Marion County
My Commission Expires:
February 27, 2009

ASSIGNMENT

WHEREAS I, Conrad Wilson Hummel am a co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled **SELECTIVE ESTROGEN RECEPTOR MODULATORS**, containing ___ pages and 0 drawings, and which:

☒ is being filed:
☐ was filed:

- ☐ in the United States Patent and Trademark Office
- ☐ in the United Kingdom Patent Office
- ☐ in the European Patent Office
- ☐ in the Spanish Patent Office as a European Application

☒ as an international application under the Patent Cooperation Treaty ("PCT"), with:

- ☒ United States Patent and Trademark Office acting as Receiving Office, or
- ☐ International Bureau acting as Receiving Office;

on 18 January 2005 and accorded serial number PCT/US2005/000021

and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent

term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

4/22/05
Date

Conrad Wilson Hummel
Conrad Wilson Hummel
1211 Kennedy Avenue
Louisville, Colorado 80027
United States of America

UNITED STATES OF AMERICA

STATE OF Colorado
COUNTY OF Boulder SS:

Before me, a Notary Public for Colorado County, State of Colorado, personally appeared Conrad Wilson Hummel and acknowledged the execution of the foregoing instrument this 22nd day of April, 2005.

Carolyn Shaffer
Notary Public
Commission Expires: 3/20/2009



My Commission Expires 03/20/2009